

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Trustees of Dartmouth College (hereafter called the "Contractor") that the contract on the subject of providing regional and statewide learning collaboratives on Medication Assisted Treatment for opioid dependence, effective July 1, 2014, is hereby amended effective July 1, 2015, as follows:

1. By deleting Section 3 (Maximum Amount) on page 1 of 7 of Amendment #1, and substituting in lieu thereof the following Section 3:

3. Maximum Amount. In consideration of the services to be performed by Contract, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$335,000**.

2. By deleting Section 4 (Contract Term) on page 1 of 29 of the base agreement, and substituting in lieu thereof the following Section 4:

4. Contract Term. The period of the Contractor's performance shall begin on July 1, 2014 and end on June 30, 2016.

3. By deleting Attachment A (Specifications of Work to be Performed) as amended on page 2 of 7 of Amendment 1, and substituting in lieu thereof the following Attachment A:

ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

Purpose:

The Care Alliance for Treatment of Opioid Addiction (Hub and Spoke) is a statewide initiative to improve medication assisted treatment (MAT) for Vermonters addicted to opioids. The initiative includes the development of new services (Health Homes), deploys new staff (RNs and licensed counselors) in "Spokes" and enhances "Hub" programming. The Care Alliance is a joint initiative of the Vermont Department of Health, Alcohol and Drug Abuse Division (ADAP), the Vermont Blueprint for Health, and the Department Vermont of Health Access (State).

The Contractor will provide to the State, service enhancements of the Hub and Spoke program by way of the following:

- Curriculum development for a series of field-based learning collaboratives;
- Staffing on-site learning events;
- Securing medical CEUs learning events for social work, nursing, counseling, alcohol & drug abuse counselors, and physicians;
- Limited on-site program consultation to the Spokes and One regional Hub;
- Track the emerging research to identify evidence-based approaches to MAT in OBOT Practices;

- Facilitation of process to determine technical assistance and training needs to improve the flow of patients between Hubs and Spokes in two regions with Care Alliance and Hub & Spoke agency medical and clinical program directors, and other health care providers;
- Facilitation of one regional Hub and Spoke system learning collaborative;
- Facilitation of one state-wide learning collaborative for new OBOT providers on basic care standards and processes for office based opioid treatment programs;
- Design and facilitation of one full day training event for Spoke staff statewide.
- Bringing guidelines from SAMHSA, AATOD and the ASAM to develop the transition protocols; and
- Supporting staff training in the implementation of the protocols

Scope of Work:

Task 1.

The Contractor will hold one, 6 hour in-person Spoke Staff Learning Community training. The Contractor will consult with Vermont clinical leaders and national subject matter experts to develop a curriculum for the training. The curriculum shall be approved by the State prior to the training. The Contractor shall supply the State the curriculum 15 business days prior to the training. The State will have 2 business days to review and provide comments back to the Contractor. Any modifications thereafter shall be subject to the State's approval. It shall be the responsibility of the Contractor to plan, staff, and facilitate the training events including identification and recruitment of speakers and assuring quality of the presentations. The Contractor shall maintain regular communication via email and basecamp with learning community participants and post relevant documents to basecamp, assist with developing and disseminating information to Spoke Staff learning community.

- i. Deliverable: Completion of 1 Spoke Staff Learning Community Trainings with CME/CEU credits issued to all participants. Any Learning Collaborative activity shall be captured on the monthly progress report submitted with invoices (Appendix 1).
- ii. Intended Outcome:
 - a. Engage spoke staff in learning community process, provide CME information about evidence-based and expert-consensus practices, disseminate practice materials and resources, and utilize multiple communication formats for case consultation and resource sharing (e.g. Basecamp, email).
 - b. Establish inter-connected and cohesive workforce of multi-site spoke nursing and behavioral health clinicians who work in complex environments and in team-based care.
 - c. Reduction in individual practice variation and implementation of standardized screening, assessment, brief treatment, and care coordination practices.

Task 2.

The Contractor will hold four, 3 hour in-person OBOT (Office Based Opioid Treatment) Learning Collaboratives. This series will be targeted to new practice teams that are beginning to offer Medication Assisted Treatment in OBOT settings. The Contractor will consult with Vermont clinical leaders and national subject matter experts to revise the curriculum for the series. The

curriculum shall be approved by the State prior to the trainings. The Contractor shall supply the State the curriculum 15 business days prior to the training. The State will have 2 business days to review and provide comments back to the Contractor. Any modifications thereafter shall be subject to the State's approval. It shall be the responsibility of the Contractor to plan, staff, and facilitate the training events including identification and recruitment of speakers and assuring quality of the presentations. The Contractor shall maintain regular communication via email and basecamp with learning community participants and post relevant documents to basecamp, assist with developing and disseminating information to the OBOT learning collaborative participants.

- i. Deliverable: Completion of 4 OBOT Learning Collaboratives with CME/CEU credits issued to all participants. Any Learning Collaborative activity shall be captured on the monthly progress report submitted with invoices (Appendix 1).
- ii. Intended Outcome:
 - a. Engage new Spoke physicians and clinical staff in learning collaborative process including common QI data collection and reporting, PDSA activities, provide CME information about evidence-based and expert-consensus practices, disseminate practice materials and resources, and utilize multiple communication formats for case consultation and resource sharing (e.g. Basecamp, email).
 - b. Reduce practice variation and establish guidelines and standardized protocols for: 1) Program admission and medication options; 2) Treatment decision-making for integrated, coordinated or referred care models; 3) Approaches to patient response to treatment, including use of other substances, diversion and non-compliance; and 4) Mechanisms of care coordination with Spoke and OBOT practices.
 - c. Improved patient access to services and transitions across services, and common treatment process and outcomes measurement.

Task 3.

The Contractor shall hold two, ½ day planning sessions in two regions (4 sessions in total) with clinical leaders from the Hub and Spoke providers focusing on identifying the unmet treatment needs in the region and to identify the current knowledge, skill, and operational deficits of Hub and Spoke providers that impede flow of patients to most appropriate level of care within each specific region. In addition, participants at each regional planning meeting will select meaningful and measurable outcomes that can be gathered feasibly to support the learning collaborative quality improvement process. Special issues identified may include:

- i. Consistent protocols to identify patients in need of a different level of care,
- ii. Development of inter-organizational co-management agreements to facilitate necessary exchange of clinical information, and
- iii. Strategies to manage intake and discharge more efficiently.

The Contractor will consult with ADAP staff and Hub program staff as needed to further identify the service system needs to assure flow of patients between Hubs and Spokes and to design technical assistance activities that are specific to each region's needs. The Contractor will design a regional plan with proposed technical assistance and learning activities. The plan shall be approved by the State prior to any implementation activities. The State will have 2 business days

to review and provide comments back to the Contractor. Any modifications thereafter shall be subject to the State's approval.

- i. Deliverable: Completion of a total of four meetings (2 per region) with clinical leaders in two regions and two regional plans.
- ii. Intended Outcome:
 - a. Increase the flow of patients between Hubs and Spokes to improve the rate at which patients are served at the most appropriate level of care and efficient use of the resources of the system.
 - b. Reduce practice variation in transfers of patients.
 - c. Increase the number of consultation services that the regional Hubs provide to Spoke practices.

Task 4.

The Contractor shall hold three, ½ day hour, in-person Regional Hub & Spoke Learning Collaborative Sessions in the Central Vermont region. The Contractor shall develop the curriculum of these sessions based on the plan developed in Task 3 (above). The curriculum shall be approved by the State prior to the trainings. The Contractor shall supply the State the curriculum 15 business days prior to the training. The State will have 2 business days to review and provide comments back to the Contractor. Any modifications thereafter shall be subject to the State's approval. It shall be the responsibility of the Contractor to plan, staff, and facilitate the training events including identification and recruitment of speakers and assuring quality of the presentations.

- i. Deliverable: Completion of One Regional Hub & Spoke Learning Collaborative in Central Vermont with CME/CEU credits issued to all participants. Any Learning Collaborative activity shall be captured on the progress report submitted with monthly invoices (Appendix 1).
- ii. Intended Outcome:
 - a. Improve flow of patients between Hubs and Spokes by operationalizing standard protocols for referral and developing clinical consensus standards for patient transfer.
 - b. Develop user-friendly materials (forms, instruments, electronic health record templates) for protocol implementation.
 - c. Develop measures and reporting formats that allow efficient tracking of the number of referrals and consults to document patient flow between providers.
 - d. Increase collaboration and trust between regional providers.

The following staffing plan details the Contractor's Key Project Personnel who will be assigned to this scope.

The Contractor shall provide a staffing model that meets the following criteria:

- Physicians' board certified in addictions medicine;
- Forensic expertise for patients with legal system involvement;
- Clinicians with specialized knowledge in provision of integrated addictions and mental health treatment;

- Expertise in implementation science and using research based strategies for the implementation and sustainment of guidelines and/or evidence-based practices in routine care situations;
- Expertise and familiarity with the current evidence and late-breaking research on treatment of opioid use disorders; and,
- Experience in the direct provision of health services targeted to people with substance use and co-occurring psychiatric and medical disorders.

The Contractor's Key Personnel will be made up of an expert team of health professionals with subject matter expertise and shall demonstrate skills in supporting professional field-based learning. A track record of successful engagement of practices and agencies in Vermont and of collaboration with the State of Vermont is essential. As such, the Contractor shall provide the following individuals to perform the scope of this contract:

Mark McGovern, PhD	Professor of Psychiatry and of Community and Family Medicine Geisel School of Medicine at Dartmouth NIDA-funded effectiveness and implementation research on addiction Editor-In-Chief, Journal of Substance Abuse Treatment
Benjamin Nordstrom, MD, PhD	Assistant Professor of Psychiatry, Geisel School of Medicine Director, Dartmouth Addiction Treatment Program, DHMC Director, Addiction Psychiatry Fellowship, Geisel School of Medicine Doctorate in Criminology
Bethany McLeman, BA	Project Manager, Dartmouth Psychiatric Research Center Communications and technology supports

The Contractor shall seek and receive State approval before hiring or replacing any Key Project Personnel. The Contractor shall remove Key Project Personnel, if requested by the State, as well as develop a plan for the replacement of that Key Project Personnel, all within two (2) weeks of the request for removal.

The Contractor must provide the State with written notification of anticipated vacancies of Key Project Personnel within two business days of receiving the individual's resignation notice, the Contractor's notice to terminate an individual, or the position otherwise becoming vacant. Replacements for Key Project Personnel shall have qualifications that meet or exceed those specified in this Contract and shall be subject to approval by the State. The Contractor shall provide the State with status update reports every 30 days on the progress of the replacement candidate recruiting process until a qualified candidate is hired. The Contractor shall have in place a qualified replacement within ninety (90) calendar days of the last day of employment of the departing Key Project Personnel. Contractor shall agree to provide the first thirty (30) days of a replacement resource with equivalent skill at no additional charge.

Subcontractor Requirements: Per Attachment C, Section 15, if the Contractor chooses to subcontract work under this agreement, the Contractor must first fill out and submit the Request for Approval to Subcontract Form (Appendix I – Required Forms) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the Request for Approval to Subcontract

Form, the State shall review and respond within five (5) business days. Under no circumstance shall the Contractor enter into a sub-agreement without prior authorization from the State. The Contractor shall submit the Request for Approval to Subcontract Form to:

Natalie Elvidge, Grants Management Specialist
312 Hurricane Lane, Suite 201
Williston, Vermont 05495
(802) 878-7956, natalie.elvidge@state.vt.us

Should the status of any third party or Subrecipient change, the Contractor is responsible for updating the State within fourteen (14) days of said change.

- 4. By deleting Attachment B (Payment Provisions) on page 8 of 29 of the base agreement, and substituting in lieu thereof the following Attachment B:**

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice, payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. Contractor invoices shall be submitted quarterly, and shall include the tasks completed during the specified billing period and the total amount billed. Payment shall be issued to the Contractor on a fixed fee basis based on the submission and acceptance of each deliverable. Contractor shall invoice the State upon submission of each final deliverable listed within the Deliverable Fee Schedule contained in this attachment.
2. No expenses, travel, benefits or insurance will be reimbursed by the State.
3. All payments to the Contractor shall be based upon the State's acceptance of the progress reports and deliverables outlined in Attachment A.
4. The State reserves the right to withhold part or all of the contract funds if the State does not receive timely documentation of the successful completion of contract deliverables outlined in Attachment A. Any work product deemed unacceptable by the State will be subject to revision by the Contractor based upon a remediation plan that the State and the Contractor agree upon.
5. Invoices and reports must include dates of service, a unique invoice number and should reference this contract number. All reports and invoices related to this contract should be submitted in electronic format to:

Beth Tanzman

Beth.Tanzman@state.vt.us

Natalie Elvidge

Natalie.Elvidge@state.vt.us

6. The total maximum amount payable under this contract shall not exceed **\$335,000.00**
7. Task and Fee Schedule:

Budget
July 1, 2014 – June 30, 2015

Deliverable	Description	Amount
Task 1	Spoke Staff Learning Community	\$50,000
Task 2	Spoke Learning Collaborative	\$50,000
Task 3	Special Issues in Clinical Management of Opioid Use Conditions Webinar Series	\$15,000
Task 4	OBOT & Spoke Program Protocol Development and Implementation	\$50,000
Task 5	Research background, plan for, design and prepare grant for submission.	\$5,000
Total Payable		\$170,000

Budget
July 1, 2015 – June 30, 2016

Quarter	Deliverables	Max Amount	Services Provided During
1	<ul style="list-style-type: none"> Approved curriculum for OBOT learning collaborative Two in-person Hub regional planning meetings conducted in Central Vermont Approved curriculum for Spoke staff learning community training Approved curriculum for the Hub regional learning collaborative: Central VT region 	\$32,500	July 1, 2015- September 30, 2015
2	<ul style="list-style-type: none"> Two in-person OBOT learning collaborative sessions conducted One in-person Hub regional learning collaborative session conducted One in-person Spoke staff learning community conducted 	\$50,000	October 1, 2015- December 31, 2015
3	<ul style="list-style-type: none"> Two in-person Hub regional planning meetings conducted in region 2 One in-person OBOT Learning Collaborative session conducted One in-person Hub regional learning collaborative session conducted 	\$50,000	January 1, 2015-March 31, 2016
4	<ul style="list-style-type: none"> Approved curriculum for the Hub regional learning collaborative Region 2 One in-person OBOT Learning Collaborative session conducted One in-person Hub regional learning collaborative session conducted 	\$32,500	April 1, 2015- June 30, 2016
Total Payable		\$165,000	

5. By deleting Attachment E (Business Associate Agreement) on page 14 of 29 of the base agreement, and substituting in lieu thereof the following Attachment E, beginning on page 9 of this agreement.

This amendment consists of 21 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#26745) dated July 1, 2014 shall remain unchanged and in full force and effect.

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR

TRUSTEES OF DARTMOUTH COLLEGE

STEVEN COSTANTINO, COMMISSIONER
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Steven Costantino@state.vt.us
AHS/DVHA

DATE

HEATHER ARNOLD, ASST. DIR. OF SPONSORED PROJECTS
11 Rope Ferry Road, #6210
Hanover, New Hampshire 03755-1404
Phone: 603-646-1559
Email: Heather.A.Arnold@dartmouth.edu
CONTRACTOR

DATE

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its **Department of Vermont Health Access** (“Covered Entity”) and **Trustees of Dartmouth College** (“Business Associate”) as of **July 1, 2014** (“Effective Date”). This Agreement supplements and is made a part of the contract/grant to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 (“Privacy Rule”), and the Security Standards, at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

“Agent” means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

“Breach” means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

“Business Associate shall have the meaning given in 45 CFR § 160.103.

“Individual” includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“Protected Health Information” or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

“Security Incident” means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

“Services” includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

“Subcontractor” means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

2. **Identification and Disclosure of Privacy and Security Offices.** Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity's contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

3. **Permitted and Required Uses/Disclosures of PHI.**

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate's Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

4. **Business Activities.** Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. **Safeguards.** Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business

Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. Documenting and Reporting Breaches.

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

6.4 Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

7. Mitigation and Corrective Action. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

8.4 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. Agreements with Subcontractors. Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business

associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

10. Access to PHI. Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

11. Amendment of PHI. Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

12. Accounting of Disclosures. Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity

shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. Return/Destruction of PHI.

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

16. Penalties and Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

17. Security Rule Obligations. The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

17.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

17.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary

with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

17.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

17.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

18. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.

18.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

18.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.

18.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

18.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

18.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(Rev: 5/5/15)

Appendix 1: REQUIRED FORMS

Department of Vermont Health Access Request for Approval to Subcontract

Date of Request: _____

Original Contractor Name:	_____	Contract #:	_____
Address:	_____		
Phone Number:	_____		
Contact Person:	_____		
Agreement #:	_____	Signature:	_____

Subcontractor Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

Scope of Subcontracted Services: _____

Is any portion of the work being outsourced outside of the United States? **YES** **NO**
(Note to Business Office: If Yes, do not proceed further with approval until reviewed with Finance & Mgmt)

Dollar Amount of Subcontracted Services: \$ _____

Date Range for Subcontracted Services: Start: _____ End: _____

DVHA Contact Person:	_____	Signature:	_____
Phone Number:	_____		

Business Office Review

Comments: _____

Approval: _____ Title: _____ Date: _____

Required: Contractor cannot subcontract until they receive this signed approval from the State of Vermont. The following language must be included by the contractor in all subcontracting agreements.

Language to be included from State of Vermont Bulletin 3.5 in all subcontracting agreements:

10. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

11. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

Contractor:	Trustees of Dartmouth College
Contract #:	
For Period:	
Submitted By:	
Date Prepared:	

Under this contract, the Contractor is responsible for submitting to the State the following reporting deliverables:

Progress reports that include a combination of quantitative (number of attendees, progress on plans, staff time, people served, service and patient level outcomes) and qualitative (group cohesiveness, emerging leaders, themes, common barriers) data.

Key Accomplishments:

--

Project Management/Administrative: Please provide the following information for the trainings, webinars, collaboratives, etc. that occurred this month:

Trainings/Collaboratives/ Webinars	Task	Dates	Staff name	# of Attendees

Trainings/Collaboratives/ Webinars (Quantitative): Please provide comments regarding progress in the following areas:

# of Attendees	
% progress	
People Served	
Service level outcomes	
Patient level outcomes	

Trainings/Collaboratives/ Webinars (Qualitative): Please provide comments regarding progress in the following areas:

Group Cohesiveness	
Emerging Leaders	

Themes	
Common Barriers	